

# Terms and Conditions

Version: 2 | 2022/08/17

## Terms and Conditions

### 1. Introduction

1.1. The gambler who visits and uses any section of the MakaoCasino (hereinafter – “Site”) and creates an account on the Site agrees with: Terms and Conditions, [Privacy Policy](#) and rules of all the games. As well as with any terms related to advertisement, bonuses and special offers which you may find on the Site. All rules and conditions mentioned above will be named hereinafter as “Terms”. Please read the Terms carefully before accepting them. If you don`t accept the Terms and don`t want to follow them, please don`t create an account or stop using the Site. If you decide to continue using our Site, it means that you automatically accept all the Terms. Terms come into force on January 1, 2018.

### General Terms and Conditions

### 2. The parties

2.1. Information on the Site is provided by the operator of the Site – Triumphbet Company N.V. (company number: 140804) located at: Dr. H. Fergusonweg 1, Willemstad, Curacao.

2.2. Billing Services are provided by MCL MAKAO CAPITAL LIMITED (company number: HE 402281) located at: Chytron 3, Flat/Office 301, 1075, Nicosia, Cyprus, under "Payment agent agreement", dated 07.08.2024.

### 3. Change of Conditions

3.1. For various reasons, including legal (in accordance with new laws or regulations), commercial and those related to improving customer service, the Company reserves the right to edit, modify, and update Terms any time. All new Terms and the date of coming into effect are available on the Site. Notification of all changes, supplements and amendments are made by posting the updated Terms on the Site and timely notification of users by email. The gambler agrees to read the current Terms and monitor their updates regularly.

3.2. In case you don`t agree with the changes, you can stop using our Site and close your account. Use of the Site after the changes entry into force will automatically be considered as acceptance of the renewed Terms, regardless of whether you have been notified of all updates or have read the renewed Terms.

### 4. Jurisdiction

4.1. People who have not reached the age of 18 cannot create an account on the Site and use its services. For this reason, the Company reserves the right to request copies of documents that confirm your age. Usage of the Site`s services by people under 18 years is considered to be violation of Terms. If you don`t provide the required information, the Company has the right to permanently block your account.

4.2. In some countries online gambling is prohibited by law. You understand and accept that the Company can`t provide you with legal advice or guarantee the legitimacy of Site use. You use our services all by yourself and take full responsibility about the legalization of online-gambling in your country.

4.3. The Company does not provide services that in any way contradict the current legislation of gambling in your country. By using our Site`s services you acknowledge, guarantee and agree legalization in your country. The Company is not responsible for unauthorized or illegal use of our Site`s services.

4.4. The Company does not allow to create an account and deposit money to the citizens from the following countries: United States, Greece, Netherlands, France and Latvia. This list can be updated by the Company without prior notice any time. You agree that you will not create an account in the abovementioned jurisdictions. Otherwise, we will be forced to block your account. The Company decides about withdraws from blocked accounts in accordance with unilateral provisions.

4.5. List of Absolute Restriction for Evolution Games: United States of America, Latvia.

4.6. List of Absolute Restriction for All NetEnt Casino Games: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia, Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe.

4.7. The followed NetEnt Branded Games have some further restrictions in addition to the Blacklisted

Territories set out above:

4.7.1. Planet of the Apes Video Slot must not be offered in the following territories: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine.

4.7.2. Vikings Video Slot must not be offered in the following jurisdictions: Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

4.7.3. Narcos Video Slot must not be offered in the following territories: Indonesia, South Korea.

4.7.4. Street Fighter Video Slot must not be offered in the following territories: Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

4.7.5. Fashion TV Video Slot must not be offered in the following territories: Cuba, Jordan, Turkey, Saudi Arabia.

4.7.6. Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man) may only be played in the following territories: Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey and Ukraine.

4.8. You are not held liable for paying fees and taxes connected with winnings that were obtained as a result of using our Site. In case if the gambling gains are charged with taxes by the law of your country, the gambler is responsible reporting on the winnings and / or losses to the authorities.

4.9. Due to constant developing regulations on the prevention of criminal activities, money laundering and terrorism financing, the Site strictly implements anti-money laundering (AML) guidelines and procedures. Link to the current anti-money laundering policy Due Diligence (DD). Our Company's customers are monitored and recorded by DD process. Anonymous Accounts. Anonymous or nominal accounts are not permitted. Any existing anonymous accounts (accounts believed to be 'nom de plume') or those that are not verified should be subjects of Due Diligence to establish the identity of a player as early as possible. Politically Exposed Person (PEP). The Company should be able to make inquiries of any attempts of gambling by Politically Exposed Persons, including people which are high on the executive ladder (or those who have held such positions in the preceding year) and those who have access to public funds or is in a position of influence. PEPs can be considered also family member of such people and closest associates. As much as we respect and honor the confidentiality of our players, we are committed to monitor our clients by Due Diligence. A part of Due Diligence policy is to Know Your Customer (KYC) policy which is based on principles of partnership. If we know and understand our customers, they know and understand us. According to Due Diligence our clients could be asked to provide copy of the passport and utility bill or bank statement, required by our KYC policy. In case if the client breaks KYC policy, the Company reserves the right to decline any allegations of the client and/or decline further services without any explanations to the client.

## **5. Terms of creating an account**

5.1. In order to create an account, you need to go to the page ("Your account"), simply enter your email address, name, date of birth, and phone number. You will be also asked to create a password, which you will use to log in in the future.

5.2. When you create your account please make sure that you fill in your real name. Remember, that the Company has the right to confirm your identity by providing your documents. In case if you refuse to do so we can block your account temporary (until all the necessary documents are provided) or permanently (if the documents are not provided).

5.3. After registration on our Site, you have to confirm that you have provided accurate and relevant personal information, and in case of a change you agree to make the changes in your profile. Failure to comply with this paragraph may lead to non-fulfillment of applications, restrictions and block of the account.

5.4. If You have any questions about creating an account, please write directly to our online chat or contact us via email: support@MakaoCasino.com. Duplicate/Multiple Accounts. Many customers wish to operate parallel from multiple accounts in order to segregate their gambling spends. Despite this fact, license owners should be able to identify all accounts which belong to the same person.

5.5. On our Site you can create only one account for only one computer, IP address, and phone. The

remaining accounts created by the same person will be considered as "Duplicate Accounts", which can be blocked or closed anytime due to breaking the rules of our Company. If you are willing to create a "Duplicate Account" in case of loss of the access to your first account, you must notify the Company of the problem and get permission from the Company's administration to create a new one. In other cases, the Company has the right to close the Duplicate Accounts, as well as:

5.5.1. Declare invalid all operations made from the Duplicate Account;

5.5.2 All refunds, winnings and bonuses that were received or collected by the customer during the use of the Duplicate Account will be lost. Customers can also be obliged to return any funds withdrawn from the Duplicate Account;

5.5.3. The Company will not return any funds on the Duplicate Account neither in form of bonuses or to your balance. We also reserve the right to unilaterally decide on the return of any lost funds from the Duplicate Account;

5.5.4. We do not accept any requests of refunds and initial deposits from Duplicate Accounts if it was opened intentionally in order to receive bonuses and other promotional offers from our casino. Moreover, in case of opening Duplicate Account for the purpose of repaying, initial deposits from the Duplicate Account will not be refunded as well. If the Company determined that a Duplicate account was created intentionally for the purpose of circumventing the Terms and Conditions, initial deposits will not be returned to the gambler.

## **6. Confirmation of your identity. Protection against money laundering.**

6.1. By using all Site`s services, you guarantee, confirm, assume an obligation and agree that:

6.1.1. At the time of creating an account on our Site you have reached the age of 18 years old or the age of adulthood in your country, according to which you are allowed to gamble;

6.1.2. You are the sole owner of the funds in your account. All information that you provide to our Company during the registration process and / or in the subsequent time (including any transactions of funds) is actual, correct and fully corresponds to the name (names) of the credit/debit card owner or bank accounts which will be used to deposit or withdrawing the money to/from your account.

6.1.3. You are fully aware of the possibility of losing your money in the process of gambling and you are responsible for any losses that are connected with the use of our Site. You confirm that you use our service by your choice and at your own risk. You have no right to lay a claim to anything connected with your losses to the Company.

6.1.4. You play for yourself and with your own money;

6.1.5. This is your first and only registration on the Site;

6.1.6. You have not blocked yourself on any online casino site in the last 12 months;

6.1.7. You fully understand the general methods, rules and procedures of services and online games. You assure that you will not take actions to damage the reputation of the Company.

6.2. By agreeing to the Terms, you give us the right to conduct any inspections at our discretion, as well as third parties (including regulatory authorities) to verify your identity and contact information ("Verification").

6.3. At the time of verification possibility of withdrawing funds from your account may be limited.

6.4. If you have provided us with false, inaccurate, misleading and / or incomplete information, and if provided information does not match the information in your passport, then you are violating the Terms of the Contract. This gives us the right to block your account immediately and / or bar you from using of the Site, in addition to any other actions at our discretion.

6.5. If we cannot confirm the fact of your adulthood, your account will be blocked. If at the time of gambling, you are under 18 years / adulthood age in your country then:

6.5.1. Your account will be blocked;

6.5.2. All transactions made by the underaged customer from his/her account will be considered invalid and all finances confiscated;

6.5.3. Any bets you made during this period will be canceled;

6.5.4. Any financial winnings received by the underaged customer to his/her account will be lost and the client will be obliged to return all the funds to our Company.

## **7. Username, password and security**

7.1. After creating your account, you should not expose your login and password to the third parties. If you for some reason forget your password, you can restore your password by clicking the button “Forgot Password”.

7.2. You are responsible for all activities that take place on your account, as well as for the safety of your password, for all losses that may sustain caused by third parties.

7.3. You must immediately inform the Company about unauthorized access to your personal account and any security violations. The Company is not liable for any illegal damage caused by other people who have access to your account.

## **8. Deposits, money transactions and withdrawing money from the account**

8.1. In order to start the game on the Site there must be a certain amount of money on your account.

8.2. You acknowledge and agree to fulfill the following paragraphs:

8.2.1. All funds that you deposit on your account are not allowed to be of illegal origin;

8.2.2. You agree not to deny any transactions made from your account or decline any payments made by you, which may cause refunds by a third party in order to avoid legal liability.

8.3. The Company does not accept any funds from third parties: relatives, friends, partners, husbands/wives. You can deposit money on your account only from the cards/accounts and/or payment cards that are registered on your name. If during the security check, any of these Terms are violated, all winnings will be confiscated and returned to the Company.

8.4. By requesting a bank transfer to return the funds to the rightful owner, all bank charges / fees are covered by the receiver of money.

8.5. You can also use a method of paid SMS to replenish your account. Make sure that you filled in your phone number in your profile. The Company does not allow users to take any forms of credits from mobile network operators, even if operators provide this service. It is not allowed to make SMS deposits with the help of such SMS-loans with a negative balance on the account. If you violate this rule, we will be forced to add you to the blacklist and block your account without the possibility of withdrawing funds.

8.6. We do not accept money in cash, sent to us. We can engage third-party organizations and/or financial institutions to process both your payments and payments to you. You accept to work with them, if the Terms and Conditions of such third-party organizations are not inconsistent with these Terms of the Company.

8.7. You agree not to deny any conducted transactions, not to cancel any transactions related to payments and in any such cases and assure that you will compensate to the Company funds and any costs related to the process of collecting your deposits.

8.8. In case of discovering any suspicious or fraudulent cash replenishments (including any refunds or cancellations of payments) and replenishments made to exchange funds between payment systems, the Company has the right to block your account, annulate any payments made and recover any winnings. We have the right to provide information to the relevant authorities and/or organizations (including credit reporting agencies) about any fraud with payments or other illegal activities. We can hire credit reporting agencies in order to return payments. The Company is not liable for any unauthorized use of credit cards, regardless of whether or not it was declared about the theft of credit cards.

8.9. You acknowledge and agree that your account is not a bank account. It follows that no insurance funds, guarantees or other protection methods from insurance systems, as well as any similar insurance systems, do not apply. Funds on your account would not be charged with interests.

8.10. You acknowledge and agree that exchange rate (including Bitcoin) may change and the Company is not responsible for changes in exchanges rate.

8.11. Working with 1-Click payments system. You automatically agree to pay for any goods or services that you ordered on the Site, as well as additional costs: duties, taxes, etc. The responsibility for transacting such payments on time lies on you. The payment service provider can only ensure the payment is made and is not responsible for paying any additional services. After clicking the “Payment” button, the user accepts the fact that the payment cannot be called off. By placing an order on our Site you confirm the legality of your actions ensure that you will not break the law of any country. As the holder of the payment card, by accepting the Terms you acknowledge your right to use services and resources of our Site as well as confirm that you have reach the age of adulthood and legality of gambling according to jurisdiction of the country of your residence. Responsibility for fulfilling local laws takes the gambler and provider of payment system is not responsible for illegal violation of such Terms. If the user wants to refuse of providing such services in the next purchase than for cancellation go to your profile on the Site. The Company is not responsible for impossibility of performance or denial of processing the information on your payment card and for denial

from the eminent bank of allowance to make payments with the particular payment card. The Company is not responsible for the amount, quality or price of any service purchased with your payment card. When you pay for services on the Site, you must follow the rules of the Company. Only the user, as the owner of the payment card, is responsible for paying of commissions or expenses on time. If there are situations that are related to your disagreement with any of the above mentioned statements, you should refuse to make a payment on time and, if necessary, contact the Site's support service.

8.12. By agreeing to the recurring payments, the user allows Makaocasino.com to withdraw finances from the user's card at the selected periods and of the selected amount within the proposed options automatically. The user agrees that the payment card, given by him for recurring payments to Makaocasino.com is and will be added to the user's account. The user agrees to provide the necessary balance for recurring funds on the payment card (debit or credit). The user can cancel the recurring payments. To do so, you need to contact the support service support@Makaocasino.com

5 working days before the next recurring payment. If these conditions are fulfilled, the cancellation of this service will only apply to the following payments, not to the nearest.

8.13. You can request a withdrawal of funds from Your account on the Conditions that:

8.13.1. all payments that have been transferred to your account have been checked for illegal actions and no payment has been annulated or canceled;

8.13.2. all the verification actions mentioned in the 6th section were made correctly;

8.14. When making an application for cash withdrawal, remember that:

8.14.1. the information in your profile is filled in completely and contain at least one confirmed phone number and one email-address;

8.14.2. the funds must be withdrawn using the same method that was previously used to deposit them into your account;

After this point (as a continuation of 8.14. When filling out an application for cash withdrawal, consider the following:)

When creating payment requests, you must have at least one successful deposit in the last 30 days. If during this period you have never topped up your balance, or started the game with a welcome no-deposit bonus, before creating an application you must make a deposit, as well as fulfill the conditions for the amount of bets. The minimum required amount of bets in games from the Live Games, Video Pokers, Tables and Other sections is three times the deposit amount.

8.14.3. according to the terms of MasterCard, we cannot return money to your MasterCard credit card. Therefore, these deposits will be returned with the alternative payment methods;

8.14.4. if the requested amount is more than one thousand US dollars (USD 1,000) or in other cases requires verification, we need to perform the identification procedure. To do so, you need to send us a copy or a digital photo of the document confirming your identity (passport or ID card), utility bills to confirm your address (the bill for mobile services will not be accepted). When replenishing an account with a plastic card, you must also send copies of the front and back sides of this card. The first six and last four numbers of the card must be visible clearly and the CVV2 code must be not visible. Documents are sent only at the request of the financial department in the above and / or other cases. If you wish to be identified without a prior request from the finance department, please contact support for detailed instructions;

8.14.5. when creating a request for payment, there must be no uncompleted bonus games (free spin) on your account, received completely or partly with the use of free bets and risk-free bets, for which the outcome of the events has not been received. In order to withdraw funds, finish the game or cancel activated bonus rounds, free bets and risk-free bets;

8.14.6. The maximum withdrawal amount per month is 40'000 US dollars, except for certain cases confirmed by the administration; Withdrawal of funds is performed according to payment limits, taking into consideration status of a player on the site. The daily withdrawal limit is 4'000 USD (EUR) / RUB 150'000 / 1'500'000 KZT The weekly withdrawal limit is: 10'000 USD (EUR) / RUB 700'000 / 5'000'000 KZT The monthly withdrawal limit is: 40'000 USD (EUR) / RUB 3'000'000 / 20'000'000 KZT

8.15. We have the right to hold a commission in the rate of our expenses (20% of the withdrawal amount) in order to withdraw funds that were not involved in the game. Minimum required amount of bets in games from the sections Live Dealers, Video Poker, Tables and Other is a triple deposit amount.

8.16. If you withdraw more than 1000 USD / EUR, the Company performs additional verification of gaming transactions for a period not exceeding 72 hours.

8.17. Withdrawals of substantial amounts to Skrill and Neteller wallets will be discussed individually.

## **9. Rules of gaming and making bets on the Site**

9.1. You are responsible for the accuracy of information about any transactions that you make, before you confirm your bet during the gaming process.

9.2. Go to “Balance” on the Site to see the history of your transactions.

9.3. If you violate the Terms of our game club, we have the right to refuse partially or completely (at our discretion) to conduct any transaction that you request. All transactions are not considered accepted until you have received confirmation from us. If you haven't received confirmation that your transaction was accepted, please contact our support service.

9.4. You can cancel your bet at any time by sending a request to the support service.

9.5. During the game in Casino, the Player is only allowed to have one active tab from the account. If gaming activity is detected on several tabs at the same time, all winnings received by the Player during this period will be canceled and the account may be blocked.

## **10. Conspiracy, misleading actions, fraud and criminal activity**

10.1. The following activities are unacceptable and violate the Terms:

10.1.1. disclosure of personal information to third parties;

10.1.2. fraudulent activities, which include use of malicious programs, errors in our software, use of “bots” – automatized players;

10.1.3. committing fraudulent activities in your interests. This includes use of stolen, cloned or otherwise illegally received credit or debit card's information when replenishing your account;

10.1.4. Participation in money laundering and any other activity which leads to criminal consequences;

10.1.5. An attempt to conspire or intentions to directly or indirectly participate in conspiracy schemes with other players during gambling on the Site.

10.2. We reserve the right to block or suspend all winnings and bonuses that were received on the Site if we consider that you are trying to take advantage of it.

10.3. The Company will take the necessary measures to identify and suspend all the conspirators. In a case if you or any other player that is in collusion with you, has suffered losses or damages, as a result of fraud and illegal operations, we are not responsible for this and we will act in that situation at our own discretion.

10.4. If you have identified a person who is in collusion or colludes the fraud, you have to inform us about it by email as soon as possible.

10.5. If we suspect you of fraud or fraudulent activities, we may at any time, without prior notice, block you an access to the services of our Site and block your account. Under such circumstances we release ourselves from obligation to refund or in any other way compensate you the funds from your balance. We also reserve the right to notify competent authorities about the fraud and you will be obliged to cooperate with the Company of the investigational matter.

10.6. You are prohibited to use fraudulent software and illegal acts, or any prohibited transactions in accordance with the current law of your country. Administration of the Site is authorized either to block or suspend your personal and other accounts in the system as well as freeze your funds any time. In this case, you deny any claims to the Company.

10.7. The Company reserves the right to conduct selective verification of its customer's identity in order to increase the level of security of accounts and avoid any possible risks. The examination of accounts will be selected randomly, in case of examination; the client will be informed about this by email.

## **11. Other prohibited activities on the Site**

11.1. It is strictly forbidden to use insulting or aggressive phrases or images. It is not allowed as well to use obscenities, make threats or violent actions against players and employees of the Site.

11.2. You do not have any right to provide the Site with the information in such amount that can lead to the failure of the Site, as well as carry out any other actions that may affect the operation of the resource. It is prohibited to use malicious software and viruses. “Spam” messages or mass mailing are strictly prohibited. It is forbidden to misinterpret and delete any information on the Site.

11.3. You are willing to use the Site only for personal entertainment purposes. It is prohibited to copy the Site and any information from it in any form without our written consent.

11.4. Using our Site, you assure that you will not attempt to hack and/or gain access to our security system. If we suspect that you have tried or are actually trying to hack or gain access to the Site and avoid our security system or software in any other possible way, we will deny you access to the services of the Site, block your account and notify the law enforcement authorities.

11.5. We are not responsible for any losses that you or the third party may sustain as the result of the technical errors (which were caused by malfunction of any IT-Programs, virus attacks or other harmful programs) while using the Site and/or downloading any materials posted on it, as well as any links to the Site.

11.6. It is not allowed to sell or exchange accounts between the players. It is forbidden to deliberately lose chips in order to exchange them with another player. Such loss of chips can be considered successful in case if the user tries to lose them on purpose, so that the money is transferred to another user.

## **12. Expire date and annulation of accounts**

12.1. You are fully responsible for any kind of activity and transactions on your account till the time you receive confirmation of its annulation (at the time from the moment when you send us a letter and until you receive a letter of annulation from us you are responsible as well).

12.2. The Company has the right to charge commission or debt amounts, before annulation of your account. If your payment account was deleted, blocked or canceled, refund of money that were on your balance at the time of closing your account will not be refunded and bonuses won't be activated or converted into cash. Access to your account will not be possible as well.

12.3. According to the Terms of annulation your account, mentioned earlier, none of parties has any further obligations towards one another.

12.4. Under the following circumstances your account may be blocked and/or deleted by the Company without prior notice:

12.4.1 If for certain reasons we have decided not to provide services in general or specifically to you;

12.4.2. If we find a connection between your account and the account that was previously deleted;

12.4.3. If we find a connection between your account and the other existing blocked account, we can close it and block the credentials on the specified accounts. Any left funds on your account (except for the times, which were provided in the Terms) will be returned to you if requested, at a certain time and after deduction of amount you owe to the Company;

12.4.4. You have made attempts to hack the system or are involved in the conspiracy;

12.4.5. You are trying to influence or manipulate on the software;

12.4.6. You use your account for fraudulent purposes, for instance, you are trying to access the Site from the jurisdiction where gambling is prohibited;

12.4.7. You post abusive information on the Site;

12.5. If your account was inactive for last 6 months or more, we can close your account or suspend it without previous notification. In the case of such account closure, the Terms will be automatically called off, starting from the date of such cancellation.

12.6. We reserve the right to delete the gambling account and send a preliminary notification to the provided address (or phone number). If this closure is happening due to fraudulent activities or in violation of the Terms, the administration unlocks the balance of the account. In other cases, if the player does not respond, gambling funds will be transferred to the supervisory authority or resource.

## **13. Changes on the Site**

13.1. The Company may at its own discretion and at any time, make changes on the Site or add any services in order to improve and update the Site.

## **14. System errors**

14.1. In case of errors in a game or failure in the system of our Site, administration will try to change the situation in the nearest future. The institution is not responsible for network fails of the equipment that is used by gamers to gain access to the resource, as well as for all other internet-provider failures of the gamer.

## **15. Errors or other defects**

15.1. In the process of using the resources of the Site, there may be problems with payments or rates because of errors on the Site. Such shortcomings include the following examples: incorrect counting of the gambling gains, incorrect calculation of returns, improper setting of values of game rates as a result of incorrect provision of information.

15.2. The Company has the right to cancel or limit any rate.

15.3. If You have already used those funds that accrued due to error, the Company has the right to call off any winnings and rates that you received or could receive on of such funds. If the funds on such rates or games have already been paid off, this funds will have the status "Sent" and therefore the gamer is obliged to return the funds at the first request of the administration of the institution.

15.4. Neither the Company, nor its employees or partners, provider of the service are responsible for the damage (including loss of winnings) that occurred because of the gambler or because of the Company. 15.5. The Company and license holders, distributors, subsidiary enterprises, affiliates and all the employees and directors are not responsible for any losses or damages that may be caused by the interception or misuse of any information transmitted via the Internet.

## **16. Limitation of our responsibilities**

16.1. You agree that you make a decision either to use the services of the Site or not, all by yourself and at your own risk.

16.2. The Site functionality is operated according to the Terms and Conditions described on this Site. We do not give any additional assurances or guarantees about the Site or services offered on the Site, therefore we are not responsible (to the extent provided by the law) for all implied warranties.

16.3. The Company is not liable for violations, broken contracts, losses and wastes, including loss of prestige, income, data and other types of loss that cannot be foreseen. The Company is not responsible for the content of resources that can be found on the Site of the game club.

## **17. Violation of Conditions**

17.1. If you have violated the Terms, you are obliged to compensate all costs or expenses fully, including judgmental enforcements, as well as any other costs.

17.2. You undertake to recoup the damages, defend the interests of the Company, its non-brand partners and their respective companies, as well as their relevant officers, directors, employees from any claims, demands, liabilities, damages, losses, costs and expenses, including legal costs and any other costs that arise from the following reason:

17.2.1. Violation of Terms of use;

17.2.2. Violation of the law or the rights of the third parties;

17.2.3. Attempts to gain access to your account or services using your personal data by third parties, with or without your permission;

17.2.3. Acceptance of any winnings that were obtained this way.

17.3. If you violate the Terms, we reserve the right, but are not obliged to do the following:

17.3.1. To notify you (using your contact information) that you are violating the Terms and require you to stop violations;

17.3.2. To temporarily suspend paying operations on your account so that you cannot bet or play on the Site;

17.3.3. To block your account, with or without prior notice;

17.3.4. To withdraw the amount of payments, bonuses or winnings that you have received as a result of any serious breach from your account;

17.4. We have the right to annulate your username and your password if you do not follow any of above listed Terms.

## **18. Intellectual property rights (Rights to the intellectual property)**

18.1. All the information on the Site is considered to be the subject of copyright law and other proprietary rights that belong to the Company or are used under the license of the third-party owners. All printed or uploaded materials can be downloaded only to one device and can be printed for non-commercial personal

use.

18.2. By using our Site, you don't have rights for intellectual property (for example, copyrights, know-hows or trademarks) owned by the Company or any other third party.

18.3. It is prohibited to reproduce or use the trademarks, trade names, creative materials and other logos that are available on the resource.

18.4. Gamers are responsible for any costs, expenses or damages, which were caused as the result of prohibited activities. Gamers are obliged to notify the administration of the Site about prohibited activities of other gamers and to assist in the investigation of this particular matter.

## **19. Your personal data**

19.1. We comply with the data protection requirements in the way the Company uses any personal data, which was collected during the time you have used the Site. The Company processes any personal information provided by you only in accordance with the privacy policy.

19.2. By providing us with the information, you agree with our right to process your personal data for the purpose provided by the Site administration in the Terms and Conditions of the Site or for compliance with the legal or regulatory obligations.

19.3. We do not disclose any personal information to anyone other than employees who need access to your personal data in order to provide you with services.

19.4. We keep copies of all letters and correspondence received from you in order to record all the information received from you accurately.

## **20. "Cookies" on the Site**

20.1. In order to ensure high functionality of the Site, the Company uses "cookie" files. The "cookie" file is a small text file that is downloaded to your computer when you visit the Site. This allows us to process data quickly when you visit our Site again. Additional information on deleting or controlling "cookies" is available on the following website: [www.aboutcookies.org](http://www.aboutcookies.org). We draw your attention to the fact that the removal of our "cookies" or taking measures on prohibiting their saving on your computer in the nearest future may lead to the inability to access certain sections or functions of the Site.

## **21. Complaints and notifications**

21.1. If you have complaints about the functionality of the Site, you should contact the support service in the shortest time possible and only then lodge a claim.

21.2. In the case of a disagreement, you agree that records on the server and all correspondence will be submitted as the final evidence in resolving the contentious issue.

21.3. You agree that the result of each game is determined by the random number generator. If the results on our server and on your computer are different, the data on the server will be key and final. If your balance on your computer is different from the balance at our service, the information on our server must be final. Any amount on your account may be lost as a result of a person's error or technical problems.

## **22. Interpretation**

22.1. The original text of the Terms is in English, and any interpretation of it should be based on the original English text. If conditions, other documents or notes related to it have been translated into any other language, the advantage has the English version.

## **23. Transfer of rights and obligations**

23.1. We have the right to transfer, assign, sublicense or pledge the Terms to any person (whole or partly), also in case if the Terms and Conditions are left the same or are less beneficial to you.

## **24. Extraordinary circumstances**

24.1. If the Company has not fulfilled or delayed the performance of any of our obligations specified in these Terms for reasons that do not depend on us ("Force Majeure"), for example, natural disasters, wars, civil conflicts, breakdowns in public communication networks or services, industrial disputes or DDOS attacks and similar Internet attacks, we are not responsible for non-compliance with Terms and Conditions.

24.2. During the period of force majeure circumstances, access to the Site may be restricted and performance of obligations is delayed. The administration of the game club will try to use all resources available in order to solve all the issues as quickly as possible, regardless the circumstances.

## **25. Disclaimer**

25.1. If for some reason we cannot ensure your performance of obligations, or we ourselves cannot use any of the legal remedies for which we are entitled, this is not a disclaimer of rights or legal remedies, nor does it relieve you from performance of these obligations.

25.2. Refusal of performing any of the Terms shall not be valid unless it has been registered and sent to you in writing form in accordance with the rules described above.

## **26. Severability of the agreement**

26.1. In case if any of the Terms has become invalid or illegal, has lost legal force (fully or partly), "Terms and Conditions" will be separated from other conditions, Terms and formulations, which fully retain their legal force, as provided by law. A part, that is considered to be invalid or unenforceable, varies according to the statutes in place so that our original goals are formulated precisely.

## **27. Legislation and jurisdiction**

27.1. These Terms and Conditions comply with legislation of Republic of Cyprus and you unconditionally submit the exclusive (sole) right of the courts of Republic of Cyprus jurisdiction to settle any dispute resolutions (including claims for compensation and counterclaims), that may arise because of creation, validity, effect, interpretation or action, or legal relations established by the Terms or in any other manner arising from the Terms.

## **28. References**

28.1. The Site may contain links to other sites. The Company cannot control them and they are not mentioned in the Terms. Therefore, the Company is not responsible for the content of any external sites, the actions of their owners, or the lack of such actions, as well as for the content of the third-party advertising and sponsors on the Site. All hyperlinks to other resources are provided for your information only. If you use them, you do it at your own risk.

## **29. Bonus money**

After creating an account on Makao Casino you can be rewarded with bonus money - encouragement for various achievements.

29.1. Bonus money: description

The process of adding and using bonus money is regulated by the following rules:

- In order to receive a bonus, you must first activate it. We recommend you to read bonus Terms carefully before activating.
- The bonus amount is added to your balance. The bet is made by withdrawing money from the balance, which consists of the main and bonus parts.
- All winnings are transferred to the balance and the money can't be withdrawn until you bet the necessary amount of times (wager).
- When the wager for bonus is fully processed, the bonus part is transferred to the main balance and the possibility of withdrawing any amount opens, within the available funds.
- Not all bets are counted as wagering the bonus. There is a number of exceptions (games) that do not count or count with lower contribution.
- Only one bonus can be active at the same time on your account.
- The conditions for wagering the bonus are annulated when the customer reaches a balance of 0.05 EUR/0.05 USD or less.
- The bonus is a kind of reward and can't be replaced by any other kind of compensations.

29.2. Bonus money: wager (wagering) The process of wagering a bonus means placing a bet on a certain amount, previously described in the bonus conditions. Please make sure that you have read these Terms and Conditions, or if necessary, consult with the support service. Not all bets are taken into account. The bets from table games (Roulette, Sic Bo, Baccarat and others), as well as from various video poker games are not taken into account. The maximum bet amount to wager the bonus is 2 EUR (2 USD, 150 RUB, 9 PLN). Percentage of the bets may vary from time to time depending on the bonus. Therefore, in case of doubt, please consult the support service. Betting more than 2 EUR (2 USD, 150 RUB, 9 PLN) at once while having an active bonus can be considered as misuse of bonus offers and can lead to exaction of all wins received in such way.

29.3. Refund Policy Our games and betting offers are provided for entertainment only. Any stakes you place on a game or bet are non-refundable as the product is virtual and is instantly consumed. If you play a game or bet with real money, funds will be drawn from your account instantly and cannot be returned.

29.4. Interrelation of bonuses and their priority The process of bonus activation in your profile and their further wagering is guided by the following rules.

- The bonus has several states:

1. In your profile – the bonus is available for activation in your profile.
2. Activated – the bonus is activated and is waiting for deposit or is automatically activated (in case of no deposit bonuses).
3. Waiting for wagering – the bonus is waiting for the player to wager the bonus.
4. The bonus was wagered – all the conditions of the wagering were fulfilled.
5. Bonus was canceled – for some reason the bonus was canceled by the players or by the support service.

- At the same time you may have several types of bonuses available in your profile, but only one bonus can be activated.

- Activation of the next bonus is possible only in the case when the previous bonus has the status “Wagered” or “Canceled”. In case if your bonus has the status “Waiting for Wagering”, the system will not allow you to activate the next bonus.

29.5. Persistent misuse of bonuses The bonus is considered to be a kind of present and encouragement to the players and does not imply any commercial gain or profit by safe wagering of bonus. As a part of providing protection against all kinds of fraudulent schemes Makao Casino reserves the right to check the payment and gaming activity of customers at any time. And in case of identifying persistent misuse of bonuses Makao Casino has the right to take measures providing for either disabling the possibility of receiving bonuses in the future, or obtaining compensation for losses incurred. In order to avoid questionable interpretation of the rules, we give several examples of a dishonest games. The full list of abuse is not limited by the descriptions provided below.

Example 1: The gamer makes many bets with the minimum expected win in order to get more bets and to wager the bonus as soon as possible. For example, making bets on all numbers in roulette, or on black / red and any other identical bets. This can be considered as persistent misuse of the bonus and lead to additional verification and possible block of an account.

Example 2: The gamer makes high bets (from \$5 and higher) to get money on his / her balance quickly and then decreases bets radically (in 2 or more times) in order to wader the bonus with less risks with an increased balance. Such situations will also be subject to verification and may lead to the account closure.

Each rate going to bonus wagering should not exceed 20% of the bonus amount. If the rate is 20% or more, such a rate will not count, and the status of the bonus wagering will be reconsidered.

Any combination which has any of the elements of the examples mentioned above, and leads to a potential persistent misuse of the bonus policy may be an occasion for additional verification.

Pay attention to the fact that a confirmed phone number is obligatory for confirming the identity and is a guarantee for receiving the bonuses; in the case if these conditions are not fulfilled, the client may be suspended from the bonus policy of the Site.

Makao Casino reserves the right to change the Terms of its bonus policy any time. The client takes responsibility to keep abreast of the most relevant information regarding this issue.

It is forbidden to postpone any game rounds, including free spins or bonus games. In case of the discovery of deferred rounds, the casino reserves the right to block the player's account and confiscate all funds.